

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)
)
Lingo Communications) Complaint No. 5249370
)
Complaint Regarding)
Unauthorized Change of)
Subscriber’s Telecommunications Carrier)

ORDER

Adopted: March 21, 2022

Released: March 21, 2022

By the Acting Chief, Consumer Policy Division, Consumer and Governmental Affairs Bureau:

1. In this Order, we consider a complaint alleging that Lingo Communications (Lingo) changed Complainant’s telecommunications service provider without obtaining authorization and verification from Complainant as required by the Commission’s rules.¹ We find that Lingo has responded to the Complainant’s complaint and has taken action to resolve the complaint.

2. Section 258 of the Communications Act of 1934, as amended (the Act), prohibits the practice of “slamming,” the submission or execution of an unauthorized change in a subscriber’s selection of a provider of telephone exchange service or telephone toll service.² The Commission’s implementing rules require, among other things, that a carrier receive individual subscriber consent before a carrier change may occur.³ Specifically, a carrier must: (1) obtain the subscriber’s written or electronically signed authorization in a format that satisfies our rules; (2) obtain confirmation from the subscriber via a toll-free number provided exclusively for the purpose of confirming orders electronically; or (3) utilize an appropriately qualified independent third party to verify the order.⁴ The Commission has also adopted rules to limit the liability of subscribers when an unauthorized carrier change occurs, and to require carriers involved in slamming practices to compensate subscribers whose carriers were changed without authorization.⁵

¹ See Informal Complaint No. 5249370 (filed Jan. 19, 2022); see also 47 CFR §§ 64.1100 – 64.1190.

² 47 U.S.C. § 258(a).

³ See 47 CFR § 64.1120.

⁴ See *id.* § 64.1120(c). Section 64.1130 details the requirements for letter of agency form and content for written or electronically signed authorizations. *Id.* § 64.1130.

⁵ These rules require the unauthorized carrier to absolve the subscriber where the subscriber has not paid his or her bill. If the subscriber has not already paid charges to the unauthorized carrier, the subscriber is absolved of liability for charges imposed by the unauthorized carrier for service provided during the first 30 days after the unauthorized change. See *id.* §§ 64.1140, 64.1160. Any charges imposed by the unauthorized carrier on the subscriber for service provided after this 30-day period shall be paid by the subscriber to the authorized carrier at the rates the subscriber was paying to the authorized carrier at the time of the unauthorized change. *Id.* Where the subscriber has paid charges to the unauthorized carrier, the Commission’s rules require that the unauthorized carrier pay 150 percent of those charges to the authorized carrier, and the authorized carrier shall refund or credit to the subscriber 50 percent of all charges paid by the subscriber to the unauthorized carrier. See *id.* §§ 64.1140, 64.1170.

3. We received Complainant's complaint alleging that Lingo had changed Complainant's telecommunications service provider without Complainant's authorization.⁶ Pursuant to our rules, we notified Lingo of the complaint.⁷ In its response Lingo explains that as early as 2004, Complainant was a customer of Cleartel Communications which was acquired by Birch Communications (Birch) in 2009. Birch subsequently changed its name to Lingo.⁸ Lingo further states that when Complainant more recently attempted to cancel Lingo's service, Lingo experienced a "system error" that resulted in the account not being cancelled in a timely manner and additional invoices being mistakenly issued to Complainant.⁹ Finally, Lingo asserts that it has issued a credit to Complainant's account "to zero out the account balance," and that the account is now cancelled.¹⁰

4. Based on the information provided by Lingo and Complainant, it appears that Lingo has fully absolved Complainant of all charges assessed by Lingo in a manner consistent with the Commission's liability rules. We therefore find that the complaint referenced herein has been resolved.¹¹

5. Accordingly, IT IS ORDERED that, pursuant to section 258 of the Communications Act of 1934, as amended, 47 U.S.C. § 258, and sections 0.141, 0.361 and 1.719 of the Commission's rules, 47 CFR §§ 0.141, 0.361, 1.719, the complaint filed against Lingo Communications, IS RESOLVED.

6. IT IS FURTHER ORDERED that this Order is effective upon release.

FEDERAL COMMUNICATIONS COMMISSION

Kristi Thornton
Acting Chief
Consumer Policy Division
Consumer and Governmental Affairs Bureau

⁶ See Informal Complaint No. 5249370 (filed Jan. 19, 2022).

⁷ 47 CFR § 1.719 (Commission procedure for informal complaints filed pursuant to section 258 of the Act); *id.* § 64.1150 (procedures for resolution of unauthorized changes in preferred carrier).

⁸ Lingo provided a 2019 memo from the Florida Public Service Commission acknowledging the name change. See E-mail from Mary Hope, Regulatory Manager—Consumer Affairs, Lingo, to Patrice Scott, Telecommunications Compliance Specialist, Consumer and Governmental Affairs Bureau, FCC (Mar. 4, 2022).

⁹ See E-mail from Mary Hope, Regulatory Manager—Consumer Affairs, Lingo, to Patrice Scott, Telecommunications Compliance Specialist, Consumer and Governmental Affairs Bureau, FCC (Mar. 2, 2022).

¹⁰ See Lingo Response to Informal Complaint No. 5249370 (filed Feb. 21, 2022).

¹¹ If Complainant is unsatisfied with the resolution of its complaint, the Complainant may file a formal complaint with the Commission pursuant to section 1.721 of the Commission's rules, 47 CFR § 1.721. Such filing will be deemed to relate back to the filing date of such Complainant's informal complaint so long as the formal complaint is filed within 45 days from the date this order is mailed or delivered electronically to such Complainant. See *id.* § 1.719.